



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 1300 McWatters Road

File No.: D07-12-22-0053

Date of Application: March 29, 2022

This SITE PLAN CONTROL application submitted by Fotenn Consultants, on behalf of Homestead Land Holdings, is APPROVED as shown on the following plan(s):

1. **Site Plan Full Site**, drawing SP-1, prepared by RLA Architecture, revision 8, dated January 20, 2023.
2. **Site Plan BLDG. "C"**, drawing SP-2, prepared by RLA Architecture, revision 8, dated January 20, 2023.
3. **Building Elevations**, drawing A004, prepared by RLA Architecture, revision 4, dated January 17, 2023.
4. **Building Elevations**, drawing A005, prepared by RLA Architecture, revision 4, dated January 17, 2023.
5. **Overall Landscape Plan**, drawing L1, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023.
6. **Landscape Enlargement Plan**, drawing L2.0, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023.
7. **Landscape Enlargement Plan**, drawing L2.1, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023
8. **Landscape Enlargement Plan**, drawing L2.2, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023
9. **Landscape Enlargement Plan**, drawing L2.3, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023
10. **Landscape Details**, drawing L3.1, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023
11. **Landscape Details**, drawing L3.2, prepared by Wentworth Landscapes, dated November 26, 2021, revision 4 dated January 20, 2023
12. **Detailed Site Servicing Plan**, Drawing SSP-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.
13. **Detailed Grading Plan**, Drawing GP-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.
14. **Detailed Storm Drainage Plan**, Drawing SD-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.

15. **Erosion Control Plan and Details Sheet**, Drawing EC/DS-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.
16. **Existing Storm Drainage Plan**, Drawing EX-SD-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.
17. **Notes and Legend**, Drawing NL-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.
18. **Detailed Sanitary Drainage Plan**, Drawing SA-1, prepared by Stantec, Project No. 160401668, revision 6 dated March 30, 2023.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, prepared by Stantec, Project No. 160401668, revision 4 dated March 30, 2023.
2. **Geotechnical Investigation Report**, prepared by Paterson Group, Project PG 5729-1, dated May 26, 2021
3. **Phase One Environmental Site Assessment Report**, Paterson Group, Project PE5200-1, dated March 09, 2021
4. **Flow Control Roof Drainage Declaration**, prepared by Goodeve Structural Inc., dated February 2, 2023.
5. **Fire Underwriters Survey Declaration Form**, RLA Architecture, dated January 30, 2023.
6. **Tree Conservation Report for 1300 McWatters Road**, prepared IFS Associates, dated July 29, 2022.
7. **Residential Development at 1300 McWatters Road Traffic Impact Assessment - Strategy Report**, prepared by GHD Limited, Consultant's project #11224343, dated 16 July 2021, revision 5 dated 16 September 2022.
8. **Noise Impact Study**, prepared by Pinchin, Consultant's file # 290831, dated July 12, 2022.

And subject to the following General and Special Conditions:

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

3. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

6. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

10. Designated Substances Survey

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

Roads Right-of-Way and Traffic

11. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the proposed retaining walls to be constructed within the City's Greenbank Road right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

12. Letter of Tolerance – Right-of-Way

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the proposed retaining walls to be constructed within the City's Greenbank Road right-of-way, as shown on the approved Grading Plan, referenced in Schedule "E" herein.

13. On-Site Parking - Notice on Title

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."]

Access

14. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

Noise

15. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Study, referenced in Schedule "E" of this Agreement, as follows:

- (f) each unit is to be equipped with central air conditioning;

- (g) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (h) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (i) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Noise Impact Study referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (j) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 16 below.

16. Notice on Title – Noise Control Attenuation Measures

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type D – Central Air Conditioning

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Ending Paragraph

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses,

verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

ENGINEERING

Geotechnical Engineering and Soils

17. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

18. Geotechnical – Encroachments

The Owner acknowledges and agree that the Geotechnical Investigation Report has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Greenbank Road and Lisa Avenue right-of ways. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Roads, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

Groundwater

19. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed, or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City’s Sewer Use By-Law, being By-law No. 2003-514, as amended.

Civil Engineering

20. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Report, referenced in Schedule “E” herein.

The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Report referenced in Schedule "E" herein.

21. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

Private Systems

22. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

23. Leak Survey

The Owner acknowledges and agrees that the sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the sewer system,

which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

Site Lighting

24. Site Lighting Certificate

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

PLANNING AND OTHER

Planning and Design

25. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Greenbank Road and Lisa Avenue rights-of-way, as shown on the approved Landscape and Grading Plans referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), stairs, retaining walls and walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

Waste Collections

26. Waste Collection

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

Parkland

27. Cash-in-Lieu of Parkland

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement

Common Elements

28. Joint Use, Maintenance and Liability Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 28 (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers

to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

Signs

29. Street Name and Signs

The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement referenced in Schedule "E" herein.

CONVEYANCES TO CITY

30. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

AGENCIES

School

31. Notice on Title - School Accommodation

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school

accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”



May 30, 2023

Date

Allison Hamlin
Manager (A), Development Review, West
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0053

SITE LOCATION

The subject property, municipally known as 1300 McWatters Road, as shown on Document 1, is located on the south side of Lisa Avenue between Greenbank Road to the west and McWatters Road to the east.

SYNOPSIS OF APPLICATION

- The property is currently developed with two high-rise residential developments that are 17 and 20 storeys in height. The property is also developed with a two-storey recreation facility that is located between both existing high-rise buildings with frontage along Greenbank Road (to be demolished).
- The property is located within approximately 800 metres of the future Pinecrest LRT station to the north and within 50 metres of future Bus Rapid Transit along Baseline Road to the south.
- The proposed development consists of a new high-rise residential tower along the northwest corner of the property that is 25 storeys tall including indoor amenity space within the top floor of the building. A three-storey podium is provided along the north face transitioning to a two-storey podium along the south face of the development.
- The majority of the required parking will be provided underground. The internal circulation to the site has been improved by providing an improved and landscaped central spine to the site between McWatters Road and Greenbank Road. Access to the new building will be provided from Lisa Avenue.
- The proposal provides for the replacement of the existing recreational facility with new recreational facilities proposed within the first two levels of the building with direct outdoor access from the existing internal road.
- The proposed development features a well landscaped outdoor space for recreation at the corner of Greenbank Road and Lisa Avenue.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal complies with the Major Corridor Designation within the Outer Urban Transect.
- The proposal complies with existing zoning. A zoning bylaw amendment (D02-02-21-0070) was approved in April 2022 to facilitate the proposed development.

- The project has responded appropriately regarding the Design Guidelines for High-Rise Buildings. The proposed development appropriately transitions to the existing low-rise neighbourhood north of Lisa Avenue by locating development outside of the 45 degree angular plane. Shadow impacts on surrounding properties have been minimized by the location and the north-south orientation of the proposed building.
- The proposal supports the Transit Oriented Development Guidelines by providing transit supportive densities in proximity to transit stations and the building is sited to provide a more consistent streetwall along Greenbank Road and has provided active frontages along the public roadways to animate the public realm
- The proposal represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Johnson is aware of the application related to this report. The Councillor has concurred with the proposed conditions of approval and provides the following comments:

I expect construction to be respectful and mindful of families and children travelling across Greenbank, up Lisa Avenue to get to Pinecrest School. They will have to watch for small bodies crossing, biking, scooting and strolling.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments. While comments were received from 22 residents during the review and approval of the zoning bylaw amendment application (comments and responses are contained in report ACS2022-PIE-PS-0038), comments were only received from two residents during the review of the subject site plan control application.

Construction

- Concern that the parkade has been under construction for a long period of time, the additional construction will be an inconvenience
- Concern about impacts of potential blasting on the existing buildings and parking garages.
- Concern about construction noise and impact of fumes from construction vehicles.

Response

The construction of the proposed development is required to follow all applicable City and Provincial regulations and industry best practices relating to safety, noise, dust and construction. Construction activity must adhere to relevant City by-laws, including the Noise By-law, Traffic and Parking By-law and Encroachments on City Highways By-law. If issues are experienced during construction, a concerned citizen may contact 311 to report non-compliance with the by-laws.



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of design and engineering.

Contact: Lisa Stern Tel: 613-580-2424, ext. 21108 or e-mail: Lisa.Stern@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHEMA DE ZONAGE	
D02-02-21-0070	21-1059-X		1300 chemin McWatters Road
I:\CO\2021\Zoning\McWatters_1300			
<small> ©Parcel data is owned by Teramet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY. ©Les données de parcelles appartiennent à Teramet Entreprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CE CI N'EST PAS UN PLAN D'APPRENTISSEMENT. </small>			
REVISION / RÉVISION - 2021 / 07 / 29			
			